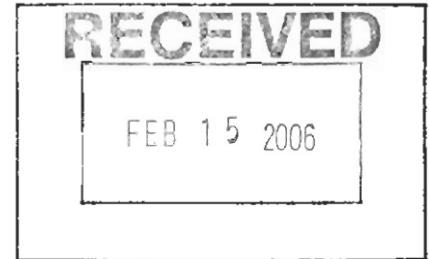


Dennis L. Smith
P. O. Box 311
Selbyville, DE 19975



February 13, 2006

Express Mailed to Attorney Bruce C. Herron's office and to Judge Joseph J. Farman, Jr., of the United States District Court District of Delaware

To: Attorney Bruce C. Herron, Esq.
Akin & Herron, P.A.
1220 North Market Street, #300
P. O. Box 25047
Wilmington, DE 19899
Express Mail – E Q 130788261 US

✓ To: Judge Joseph J. Farman, Jr.
Office of the Clerk
United States District Court
844 N. King Street, Lockbox 18
Wilmington, DE 19801 -3570
Express Mail – E Q 130788292 US

Re: Judge Joseph J. Farman, Jr's ORDER dated December 16, 2005, Civil Action No. 98 – 639 – JJF.

Dear Attorney Herron and Judge Joseph J. Farman, Jr.:

Judge Joseph J. Farman, Jr., I received your ORDER dated December 16, 2005, and I will at this point in time continue pro se, because at this point in time, I remain unable to find an attorney that I trusted like prior Attorney Leonard L. Williams.

History issue, Attorney Williams said that I have a winnable case. Also, for approximately seven (7) years I have had different attorneys on this civil rights case, while continuing to suffer mental anguish and mental distress from the actionable negligence and/or negligence initiated by Frankford Township's police officer Guy D. Baynard. Also, this case cost me a lot of money, and it has been long and hard for me. For some understanding at this point in time, for a jury, I have a video tape, which confirms the false arrest done by Frankford's officer Barnyard. Also, I have a memorandum from the State of Delaware's Attorney General's Office concerning Frankford's officer Baynard's conduct and wrongful acts.

Therefore, this case has been long, hard and cost a lot of time and money, therefore, on December 22, 2005, I called Attorney Bruce C. Herron to see if he is willing to settle this case out of court and Attorney Herron said that he is willing, but first he wants to talk to Frankford's insurance company. Therefore, on January 31, 2006, I called Attorney Herron, he informed me that he spoke with Frankford's insurance company, who stated that they are certainly willing to set down and consider settlement.

The foundation to settling this case out of court are based on, the words and understanding as follows: Settlement, Resolution and the trust of fairness from both parties when ever we meet in Attorney Herron's office. The terms and details for Settlement and Resolution will be confirmed in writing, at a later time. On February 14, 2006, I called Attorney Herron to ask if he agrees to this letter, after reading it to him, therefore Attorney Herron informed me to said in this letter concerning his client that, **my client(s) is willing to consider settlement.**

By **Express Mail**, as above mentioned, I have sent two of these letters to Attorney Bruce C. Herron's office and two of these letters to Judge Joseph J. Farman, Jr's office. Thank you.

Respectfully submitted,


Dennis L. Smith